

Amendment 315 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 315 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 15th day of April, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide technical support to Sound Transit (ST) to migrate its Back Office Computer (BOC), Customer Service Terminal (CST) and Back Office Client Computer (BCC) to a new subnet behind ST's new firewall and to move two (2) Data Acquisition Computers (DACs) from one physical location to another. This work is performed per Change Request CR-10987 *New ST BOC, CST, and BOCC Subnet v5.0*.
- C. The Parties agree that the Work necessary to support Sound Transit will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will provide the services of a qualified Engineering Manager, Field Service Technician and Junior Programmer (Integration/Test) to plan, coordinate, supervise, perform and test all necessary work to support ST's device relocations. The Contractor will:

- 1.1 Analyse the communication requirements of each device to determine the inbound and outbound communication requirements. Said devices include:
 - (a) One (1) BOC
 - (b) One (1) CST
 - (c) One (1) BOCC
 - (d) (Two (2) DACs
- 1.2 Update device IP addresses for the devices listed in requirement 1.1 (a, b, c and d) above. Addresses to be provided by ST.
- 1.3 Test connectivity to the Contractor's back office for the devices listed in requirement 1.1, (a, b and c) above on the new ST subnet.
- 1.4 Support the relocation of two (2) DACs from the Union Station data center to the Link Light Rail Operations Management Facility data center.
- 1.5 Test connectivity to the Contractor's back office for the devices listed in requirement 1.1 (d) above.
- 1.6 Update internal Contractor operations documentation with the new IP addresses for the devices listed in requirement 1.1 (a, b, c and d) above.

Section 2.0 Schedule

- 2.1 The Work described in Section 1.0 will be completed no later than March 31, 2015.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 315

To provide technical support to ST to move devices that must connect to the Contractor's back office	
TOTAL	\$3,168

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Fifteen shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 4/3/15

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: April 15, 2015